

United States Embassy Rome
January 22, 2014

To: Prospective Quoters

Subject: Request for Quotations number **S-IT700-14-Q-0002-BIS**

Enclosed is a Request for Quotations (RFQ) for speech writing and editing services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that accompanies this letter.

The U.S. Government intends to make a multiple award, indefinite delivery – indefinite quantity contract to the responsible offerors submitting acceptable quotations at the lowest prices. We intend to award contracts/purchase orders based on initial quotations, without holding discussions, although we may hold discussions with offerors in the competitive range if there is a need to do so.

Potential bidders are invited to attend a Pre-Bid Conference to be held on Thursday, February 6, 2014 at 11:00 am in the Via Appia Conference Room on the Mezzanine Level of the Mel Sembler Building in the U. S. Embassy compound. You must express your interest in attending this conference via email to RomeGSO-AcquisitionsDL@state.gov no later than 12:00 noon on Wednesday, February 5, 2014.

Formal quotations are due by 5:00 pm on Wednesday, February 12, 2014.

Sincerely,

David K. Wessel
Contracting Officer

Enclosure

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SECTION 1 - THE SCHEDULE

I. SCOPE OF SERVICES

The Contractor shall complete all work, including furnishing all labor, material, transportation, equipment and services, required under this contract for the writing and editing of speeches in English during the period of performance as described in Item II below.

The Contractor shall perform as thorough an analysis as is needed under the circumstances in order to correctly understand the substance of the messages to be conveyed, including attention to detail and nuances. The Contractor shall carefully consider the simplicity or complexity of the language to be used in order to reach the intended target audience.

The Contractor shall perform the following speech writing services, as requested by the Government: preparing and providing texts (in English) for speeches, remarks, interviews, and informal events as well as providing useful text, talking points and themes to Embassy staff for use in diplomatic and outreach activities.

The Contractor shall also perform the following speech editing services, as requested by the Government: reviewing each page of speech for grammatical correctness, clarity of message, and the appropriate use of idiomatic expressions. The Contractor shall offer alternative language and/or strategies to improve the clarity of the message, given its intended audience.

The Contractor shall consult with Embassy sections as necessary to ensure that all work is consistent with U.S. Government policy and that policies and priorities are presented in the most persuasive and memorable style.

It is anticipated that this contract will often require producing a great volume of high-quality work to tight deadlines. The Contractor shall be responsible for meeting the deadlines for each assigned task order, as requested by the Contracting Officer's Representative (COR). The Contractor shall deliver all work products in both PDF and MS Word formats via email to the COR, as well as two paper copies, if requested.

The price listed in Items IV – VIII below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Government will pay the Contractor on a fixed rate per-word basis.

II. NOTICE TO PROCEED AND PERIOD OF PERFORMANCE

This contract includes a Notice to Proceed requirement. This Notice to Proceed will be issued within ten calendar days of award or ten calendar days of receipt of evidence of Defense Base Act (DBA) insurance, if DBA insurance is required.

The performance period under this contract will commence on the date listed in the Notice to Proceed and continue for twelve months.

This contract also contains FAR 52.217-9. "Option to Extend the Term of the Contract". This option allows an additional four 12-month periods of performance.

III. PRICING

- A. **VALUE ADDED TAX.** Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.
- B. The Government will pay for services under this multiple award, indefinite delivery – indefinite quantity contract at a fixed rate per word for:
- speech writing (the original composition of a speech based a prescribed set of messages to be conveyed), and
 - speech editing (a formal review and assessment of a draft speech, correcting, adapting and rewriting it to ensure its clarity and appropriate impact).

The Contracting Officer's Representative shall determine the number of words required for each task order assigned, depending upon the desired length of each speech. For purposes of this contract it will be assumed that each minute of speech will equal 100 words.

It is anticipated that the US Government will require of each contractor a minimum of 2 hours (12,000 words) and a maximum of 10 hours (60,000 words) during each contract year. The estimated contract total, including all successful bidders, is anticipated to be between \$25,000 and \$150,000.

The rates quoted by each offeror shall cover all costs associated with the speech writing and editing requirements, including preparation, research, writing and editing materials, overhead and profit. The Government will not pay any additional expenses (such as travel or postage).

IV. **BASE YEAR**

Twelve month period commencing with the
Notice to Proceed: _____

Estimated costs
4 hour speech _____

- | | | |
|-------------------------------------|----------|------------------------|
| 1. Price per word of speech writing | \$ _____ | 24,000 words: \$ _____ |
| 2. Price per word of speech editing | \$ _____ | 48,000 words: \$ _____ |

V. **OPTIONAL YEAR ONE**

Continuing twelve months from expiration of Base Year:

- | | | |
|-------------------------------------|----------|------------------------|
| 1. Price per word of speech writing | \$ _____ | 24,000 words: \$ _____ |
| 2. Price per word of speech editing | \$ _____ | 48,000 words: \$ _____ |

VI. OPTIONAL YEAR TWO

Continuing twelve months from expiration of Option Year One:

1. Price per word of speech writing \$_____ 24,000 words: \$_____
2. Price per word of speech editing \$_____ 48,000 words: \$_____

VII. OPTIONAL YEAR THREE

Continuing twelve months from expiration of Option Year Two:

1. Price per word of speech writing \$_____ 24,000 words: \$_____
2. Price per word of speech editing \$_____ 48,000 words: \$_____

VIII. OPTIONAL YEAR FOUR

Continuing twelve months from expiration of Option Year Three:

1. Price per word of speech writing \$_____ 24,000 words: \$_____
3. Price per word of speech editing \$_____ 48,000 words: \$_____

TOTAL: \$_____

IX. Invoices

Invoices shall be submitted monthly to the following address and shall bill for the number of words written and edited during that period.

Financial Management Center
US Embassy
Via Veneto, 119/A
00187 Rome, Italy

X. Copyrights and Permissions

The Contractor shall agree that all deliverables provided to the U. S. Government under this contract shall be the sole possession of the U.S. Government to use, publish and/or reproduce as it deems appropriate. The contractor further agrees to respect the copyrights of other parties and shall be responsible for obtaining appropriate permissions required for incorporating any previously published or copyrighted materials into deliverables provided to the U.S. Government.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS.

AS PRESCRIBED IN 12.301(B)(4), INSERT THE FOLLOWING CLAUSE:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013)

(A) THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSES, WHICH ARE INCORPORATED IN THIS CONTRACT BY REFERENCE, TO IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDERS APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS:

(1) 52.222-50, COMBATING TRAFFICKING IN PERSONS (FEB 2009) (22 U.S.C. 7104(G)).

___ ALTERNATE I (AUG 2007) OF 52.222-50 (22 U.S.C. 7104(G)).

(2) 52.233-3, PROTEST AFTER AWARD (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (PUB. L. 108-77, 108-78).

(B) THE CONTRACTOR SHALL COMPLY WITH THE FAR CLAUSES IN THIS PARAGRAPH (B) THAT THE CONTRACTING OFFICER HAS INDICATED AS BEING INCORPORATED IN THIS CONTRACT BY REFERENCE TO IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDERS APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS:

___ (1) 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006), WITH ALTERNATE I (OCT 1995) (41 U.S.C. 253G AND 10 U.S.C. 2402).

___ (2) 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (PUB. L. 110-252, TITLE VI, CHAPTER 1 (41 U.S.C. 251 NOTE)).

___ (3) 52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010) (SECTION 1553 OF PUB. L. 111-5). (APPLIES TO CONTRACTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.)

___ (4) 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (PUB. L. 109-282) (31 U.S.C. 6101 NOTE).

___ (5) 52.204-11, AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (JUL 2010) (PUB. L. 111-5).

___ (6) 52.209-6, PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013) (31 U.S.C. 6101 NOTE).

___ (7) 52.209-9, UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) (41 U.S.C. 2313).

___ (8) 52.209-10, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012) (SECTION 738 OF DIVISION C OF PUB. L. 112-74, SECTION 740 OF DIVISION C OF PUB. L. 111-117, SECTION 743 OF DIVISION D OF PUB. L. 111-8, AND SECTION 745 OF DIVISION D OF PUB. L. 110-161).

___ (9) 52.219-3, NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (NOV 2011) (15 U.S.C. 657A).

___ (10) 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011) (IF THE OFFEROR ELECTS TO WAIVE THE PREFERENCE, IT SHALL SO INDICATE IN ITS OFFER) (15 U.S.C. 657A).

___ (11) [RESERVED]

___ (12)(I) 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) (15 U.S.C. 644).

___ (II) ALTERNATE I (NOV 2011).

___ (III) ALTERNATE II (NOV 2011).

___ (13)(I) 52.219-7, NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUNE 2003) (15 U.S.C. 644).

___ (II) ALTERNATE I (OCT 1995) OF 52.219-7.

__ (III) ALTERNATE II (MAR 2004) OF 52.219-7.
 __ (14) 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013) (15 U.S.C. 637(D)(2) AND (3)).
 __ (15)(I) 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (15 U.S.C. 637(D)(4)).
 __ (II) ALTERNATE I (OCT 2001) OF 52.219-9.
 __ (III) ALTERNATE II (OCT 2001) OF 52.219-9.
 __ (IV) ALTERNATE III (JUL 2010) OF 52.219-9.
 __ (16) 52.219-13, NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)(15 U.S.C. 644(R)).
 __ (17) 52.219-14, LIMITATIONS ON SUBCONTRACTING (NOV 2011) (15 U.S.C. 637(A)(14)).
 __ (18) 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (15 U.S.C. 637(D)(4)(F)(I)).
 __ (19)(I) 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008) (10 U.S.C. 2323) (IF THE OFFEROR ELECTS TO WAIVE THE ADJUSTMENT, IT SHALL SO INDICATE IN ITS OFFER).
 __ (II) ALTERNATE I (JUNE 2003) OF 52.219-23.
 __ (20) 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (JUL 2013) (PUB. L. 103-355, SECTION 7102, AND 10 U.S.C. 2323).
 __ (21) 52.219-26, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— INCENTIVE SUBCONTRACTING (OCT 2000) (PUB. L. 103-355, SECTION 7102, AND 10 U.S.C. 2323).
 __ (22) 52.219-27, NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011) (15 U.S.C. 657 F).
 __ (23) 52.219-28, POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (15 U.S.C. 632(A)(2)).
 __ (24) 52.219-29, NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS (JUL 2013) (15 U.S.C. 637(M)).
 __ (25) 52.219-30, NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS ELIGIBLE UNDER THE WOSB PROGRAM (JUL 2013) (15 U.S.C. 637(M)).
 __ (26) 52.222-3, CONVICT LABOR (JUNE 2003) (E.O. 11755).
 __ (27) 52.222-19, CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (NOV 2013) (E.O. 13126).
 __ (28) 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).
 __ (29) 52.222-26, EQUAL OPPORTUNITY (MAR 2007) (E.O. 11246).
 __ (30) 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)(38 U.S.C. 4212).
 __ (31) 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (29 U.S.C. 793).
 __ (32) 52.222-37, EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (38 U.S.C. 4212).
 __ (33) 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (E.O. 13496).
 __ (34) 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013). (EXECUTIVE ORDER 12989). (NOT APPLICABLE TO THE ACQUISITION OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS OR CERTAIN OTHER TYPES OF COMMERCIAL ITEMS AS PRESCRIBED IN 22.1803.)
 __ (35)(I) 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA—DESIGNATED ITEMS (MAY 2008) (42 U.S.C. 6962(C)(3)(A)(II)). (NOT APPLICABLE TO THE ACQUISITION OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS.)
 __ (II) ALTERNATE I (MAY 2008) OF 52.223-9 (42 U.S.C. 6962(I)(2)(C)). (NOT APPLICABLE TO THE ACQUISITION OF COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS.)
 __ (36) 52.223-15, ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (42 U.S.C. 8259B).
 __ (37)(I) 52.223-16, IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) (E.O. 13423).
 __ (II) ALTERNATE I (DEC 2007) OF 52.223-16.
 __ (38) 52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, BUY AMERICAN ACT—SUPPLIES (FEB 2009) (41 U.S.C. 10A-10D).
 __ (40)(i) 52.225-3, BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (NOV 2012) (41 U.S.C. CHAPTER 83, 19 U.S.C. 3301 NOTE, 19 U.S.C. 2112 NOTE, 19 U.S.C. 3805 NOTE, 19 U.S.C. 4001 NOTE, PUB. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, AND 112-43).
 __ (II) ALTERNATE I (MAR 2012) OF 52.225-3.
 __ (III) ALTERNATE II (MAR 2012) OF 52.225-3.
 __ (IV) ALTERNATE III (NOV 2012) OF 52.225-3.
 __ (41) 52.225-5, TRADE AGREEMENTS (NOV 2013) (19 U.S.C. 2501, ET SEQ., 19 U.S.C. 3301 NOTE).
 __ (42) 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008) (E.O.'s, PROCLAMATIONS, AND STATUTES ADMINISTERED BY THE OFFICE OF FOREIGN ASSETS CONTROL OF THE DEPARTMENT OF THE TREASURY).
 __ (43) 52.225-26, CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013) (SECTION 862, AS AMENDED, OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2008; 10 U.S.C. 2302 NOTE).
 __ (44) 52.226-4, NOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE (NOV 2007) (42 U.S.C. 5150).
 __ (45) 52.226-5, RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (NOV 2007) (42 U.S.C. 5150).
 __ (46) 52.232-29, TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002) (41 U.S.C. 255(F), 10 U.S.C. 2307(F)).
 __ (47) 52.232-30, INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995) (41 U.S.C. 255(F), 10 U.S.C. 2307(F)).
 __ (48) 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (31 U.S.C. 3332).
 __ (49) 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (31 U.S.C. 3332).
 __ (50) 52.232-36, PAYMENT BY THIRD PARTY (JUL 2013) (31 U.S.C. 3332).
 __ (51) 52.239-1, PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (5 U.S.C. 552A).
 __ (52)(i) 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (46 U.S.C. APPX. 1241(B) AND 10 U.S.C. 2631).
 __ (II) ALTERNATE I (APR 2003) OF 52.247-64.
 (C) THE CONTRACTOR SHALL COMPLY WITH THE FAR CLAUSES IN THIS PARAGRAPH (C), APPLICABLE TO COMMERCIAL SERVICES, THAT THE CONTRACTING OFFICER HAS INDICATED AS BEING INCORPORATED IN THIS CONTRACT BY REFERENCE TO IMPLEMENT PROVISIONS OF LAW OR EXECUTIVE ORDERS APPLICABLE TO ACQUISITIONS OF COMMERCIAL ITEMS:
 [CONTRACTING OFFICER CHECK AS APPROPRIATE.]
 __ (1) 52.222-41, SERVICE CONTRACT ACT OF 1965 (NOV 2007) (41 U.S.C. 351, ET SEQ.).
 __ (2) 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) (29 U.S.C. 206 AND 41 U.S.C. 351, ET SEQ.).
 __ (3) 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009) (29 U.S.C. 206 AND 41 U.S.C. 351, ET SEQ.).
 __ (4) 52.222-44, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (SEP 2009) (29 U.S.C. 206 AND 41 U.S.C. 351, ET SEQ.).
 __ (5) 52.222-51, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (NOV 2007) (41 351, ET SEQ.).
 __ (6) 52.222-53, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (FEB 2009) (41 U.S.C. 351, ET SEQ.).
 __ (7) 52.222-17, NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013) (E.O.13495).
 __ (8) 52.226-6, PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009) (PUB. L. 110-247).

___ (9) 52.237-11, ACCEPTING AND DISPENSING OF \$1 COIN (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(D) COMPTROLLER GENERAL EXAMINATION OF RECORD. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH (D) IF THIS CONTRACT WAS AWARDED USING OTHER THAN SEALED BID, IS IN EXCESS OF THE SIMPLIFIED ACQUISITION THRESHOLD, AND DOES NOT CONTAIN THE CLAUSE AT 52.215-2, AUDIT AND RECORDS—NEGOTIATION.

(1) THE COMPTROLLER GENERAL OF THE UNITED STATES, OR AN AUTHORIZED REPRESENTATIVE OF THE COMPTROLLER GENERAL, SHALL HAVE ACCESS TO AND RIGHT TO EXAMINE ANY OF THE CONTRACTOR'S DIRECTLY PERTINENT RECORDS INVOLVING TRANSACTIONS RELATED TO THIS CONTRACT.

(2) THE CONTRACTOR SHALL MAKE AVAILABLE AT ITS OFFICES AT ALL REASONABLE TIMES THE RECORDS, MATERIALS, AND OTHER EVIDENCE FOR EXAMINATION, AUDIT, OR REPRODUCTION, UNTIL 3 YEARS AFTER FINAL PAYMENT UNDER THIS CONTRACT OR FOR ANY SHORTER PERIOD SPECIFIED IN FAR SUBPART 4.7, CONTRACTOR RECORDS RETENTION, OF THE OTHER CLAUSES OF THIS CONTRACT. IF THIS CONTRACT IS COMPLETELY OR PARTIALLY TERMINATED, THE RECORDS RELATING TO THE WORK TERMINATED SHALL BE MADE AVAILABLE FOR 3 YEARS AFTER ANY RESULTING FINAL TERMINATION SETTLEMENT. RECORDS RELATING TO APPEALS UNDER THE DISPUTES CLAUSE OR TO LITIGATION OR THE SETTLEMENT OF CLAIMS ARISING UNDER OR RELATING TO THIS CONTRACT SHALL BE MADE AVAILABLE UNTIL SUCH APPEALS, LITIGATION, OR CLAIMS ARE FINALLY RESOLVED.

(3) AS USED IN THIS CLAUSE, RECORDS INCLUDE BOOKS, DOCUMENTS, ACCOUNTING PROCEDURES AND PRACTICES, AND OTHER DATA, REGARDLESS OF TYPE AND REGARDLESS OF FORM. THIS DOES NOT REQUIRE THE CONTRACTOR TO CREATE OR MAINTAIN ANY RECORD THAT THE CONTRACTOR DOES NOT MAINTAIN IN THE ORDINARY COURSE OF BUSINESS OR PURSUANT TO A PROVISION OF LAW.

(E)(1) NOTWITHSTANDING THE REQUIREMENTS OF THE CLAUSES IN PARAGRAPHS (A), (B), (C), AND (D) OF THIS CLAUSE, THE CONTRACTOR IS NOT REQUIRED TO FLOW DOWN ANY FAR CLAUSE, OTHER THAN THOSE IN THIS PARAGRAPH (E)(1) IN A SUBCONTRACT FOR COMMERCIAL ITEMS. UNLESS OTHERWISE INDICATED BELOW, THE EXTENT OF THE FLOW DOWN SHALL BE AS REQUIRED BY THE CLAUSE—

(I) 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (PUB. L. 110-252, TITLE VI, CHAPTER 1 (41 U.S.C. 251 NOTE)).

(II) 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013) (15 U.S.C. 637(D)(2) AND (3)), IN ALL SUBCONTRACTS THAT OFFER FURTHER SUBCONTRACTING OPPORTUNITIES. IF THE SUBCONTRACT (EXCEPT SUBCONTRACTS TO SMALL BUSINESS CONCERNS) EXCEEDS \$650,000 (\$1.5 MILLION FOR CONSTRUCTION OF ANY PUBLIC FACILITY), THE SUBCONTRACTOR MUST INCLUDE 52.219-8 IN LOWER TIER SUBCONTRACTS THAT OFFER SUBCONTRACTING OPPORTUNITIES.

(III) 52.222-17, NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013) (E.O. 13495). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (L) OF FAR CLAUSE 52.222-17.

(IV) 52.222-26, EQUAL OPPORTUNITY (MAR 2007) (E.O. 11246).

(V) 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (38 U.S.C. 4212).

(VI) 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) (29 U.S.C. 793).

(VII) 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (E.O. 13496). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (F) OF FAR CLAUSE 52.222-40.

(VIII) 52.222-41, SERVICE CONTRACT ACT OF 1965 (NOV 2007) (41 U.S.C. 351, ET SEQ.).

(IX) 52.222-50, COMBATING TRAFFICKING IN PERSONS (FEB 2009) (22 U.S.C. 7104(G)).

___ ALTERNATE I (AUG 2007) OF 52.222-50 (22 U.S.C. 7104(G)).

(X) 52.222-51, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-REQUIREMENTS (NOV 2007) (41 U.S.C. 351, ET SEQ.).

(XI) 52.222-53, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS (FEB 2009) (41 U.S.C. 351, ET SEQ.).

(XII) 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013).

(XIII) 52.225-26, CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013) (SECTION 862, AS AMENDED, OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2008; 10 U.S.C. 2302 NOTE).

(XIV) 52.226-6, PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009) (PUB. L. 110-247). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (E) OF FAR CLAUSE 52.226-6.

(XV) 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) (46 U.S.C. APPX. 1241(B) AND 10 U.S.C. 2631). FLOW DOWN REQUIRED IN ACCORDANCE WITH PARAGRAPH (D) OF FAR CLAUSE 52.247-64.

(2) WHILE NOT REQUIRED, THE CONTRACTOR MAY INCLUDE IN ITS SUBCONTRACTS FOR COMMERCIAL ITEMS A MINIMAL NUMBER OF ADDITIONAL CLAUSES NECESSARY TO SATISFY ITS CONTRACTUAL OBLIGATIONS.

(END OF CLAUSE)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM MAINTENANCE (DEC 2012) <i>(this clause to be deleted if award is made to an American citizen)</i>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) <i>(this clause to be deleted if award is made to an American citizen)</i>
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

- 52.204-9 PERSONAL IDENTITY VERIFICATION FOR CONTRACTORS ON USG
PROPERTY (JAN 2011)
- 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (APR 1984)

The following FAR clause is provided in full text:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-18. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Minister Councilor – Public Affairs.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(a) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013), IS INCORPORATED BY REFERENCE.

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-18 cover page and Sections 1 and 5 have been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

1. Ability to pass security screening required to be issued U.S. Embassy contractor badge.
2. List of clients, preferably over the past five (5) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, contact names, telephone numbers and email addresses). If the offeror has not performed comparable services in Italy then the offeror shall provide its international experience.

Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

3. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's Strategic Plan for Speech Writing and Editing Services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

- (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- (e) Two or more writing samples of speeches (or other relevant writing samples) written within the last five years for other clients and/or self-presentation.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTION RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012)

SECTION 4 - EVALUATION FACTORS

The Government intends to award contracts/purchase orders resulting from this solicitation to the lowest priced, technically acceptable offerors/quoters who are responsible contractors. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include an evaluation of information defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [*Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially

available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

—
—
—

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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—	—
—	—
—	—

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was

used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Note to bidder/offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country Italy –

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED.

(End of provision)